

# NON-EXCLUSIVE AGREEMENT TO REPRESENT BUYERS

***THIS IS A LEGALLY BINDING CONTRACT.  
IF YOU DO NOT UNDERSTAND IT, SEEK LEGAL ADVICE.***

**As a non-exclusive buyer's agent, Broker will assist Buyer under the following terms:**

1. Buyer represents to Broker that Buyer has employed no other broker under an exclusive agreement to represent Buyer to assist in acquiring an interest in property that is within the scope of this Agency Agreement and agrees to protect, defend, indemnify and hold Broker harmless from the claims, liability, and expenses, including reasonable attorney's fees, arising by reason of the claim of any broker in compensation as the result of a transaction that is within the scope of this Agreement.

## **2. Description of property desired:**

A. Type of property: \_\_\_\_\_

B. General location: \_\_\_\_\_

C. Price range: \_\_\_\_\_

3. **Broker's Representation and Service.** Broker will use Broker's reasonable efforts as Buyer's agent to locate property as described in Section 2 hereof, and to negotiate acceptance of any offer to purchase or lease such property. Broker shall make submissions to Buyer describing and identifying properties appearing to Broker substantially to meet the criteria set forth in Section 6, for the consideration of Buyer. Such submissions will include:

a) properties listed on the MLS. Yes \_\_\_\_\_ / No \_\_\_\_\_

b) For Sale By Owner properties. Yes \_\_\_\_\_ / No \_\_\_\_\_

c) For Sale By Builder newly constructed/remodeled properties. Yes \_\_\_\_\_ / No \_\_\_\_\_

d) For Sale at Auction properties. Yes \_\_\_\_\_ / No \_\_\_\_\_

e) properties not otherwise actively listed but which might be available for sale. Yes \_\_\_\_\_ /  
No \_\_\_\_\_

4. **Compensation to Broker.** Buyer authorizes Broker to be compensated by commission paid by Seller.

5. **Agency Disclosure.** Broker will represent Buyer as outlined in Article I of the attached Agency Agreement Addendum when showing Buyer another firm's listings. Broker will act, with Buyer's consent, as outlined in Article III when showing Broker's listings to Buyer.

6. **Other Potential Buyers.** Buyer acknowledges and consents that Broker may represent other buyers who may have an interest in presenting purchase agreements on any given property for sale by a seller.

7. **Nondiscrimination.** Buyer and Broker will not participate in any act that unlawfully discriminates on the basis of race, color, creed, religion, sex, disability, familial status, country of national origin or any other category protected under federal, state or local law.

8. **Other provisions:** \_\_\_\_\_

9. **This agreement shall begin** \_\_\_\_\_, \_\_\_\_\_ ☐ a.m./ ☐ p.m., and shall continue until the earlier of \_\_\_\_\_, \_\_\_\_\_ ☐ a.m./ ☐ p.m., or completion of the acquisition of the property. However, if a purchase agreement is entered into by Buyers during the

term of this Agreement, the termination thereof shall extend to and include the date of closing under said purchase agreement as to the purchased property only.

**Receipt of a copy of this contract by the buyer has been acknowledged.**

Buyer: \_\_\_\_\_ Date \_\_\_\_\_

Buyer: \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

City State Zip

E-mail address \_\_\_\_\_

Broker/ Firm: \_\_\_\_\_

by Agent: \_\_\_\_\_ Date: \_\_\_\_\_

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**THIS AGREEMENT IS EXTENDED TO:** \_\_\_\_\_

**Receipt of a copy of this contract by the buyer has been acknowledged.**

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Broker/Firm: \_\_\_\_\_

by Agent: \_\_\_\_\_ Date: \_\_\_\_\_

70 **AGENCY AGREEMENT ADDENDUM**

71 This addendum is attached to and made a part of the \_\_\_ listing agreement \_\_\_ buyer agency agreement dated \_\_\_\_\_,  
72 between \_\_\_\_\_ (Brokerage Firm) and  
73 \_\_\_\_\_ (Client).

74 **I. IF THE BROKER REPRESENTS THE \_\_\_ SELLER/LANDLORD or \_\_\_ BUYER/TENANT:** If a broker enters into an  
75 agreement to represent a seller/landlord or buyer/tenant as a client, the broker and all licensees associated with that broker represent  
76 the client. An agent/subagent owes the client the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and  
77 diligence, and full accounting.  
78

79 **II. IF THE BROKER APPOINTS AN ASSOCIATE LICENSEE TO REPRESENT THE \_\_\_ SELLER/LANDLORD or**  
80 **\_\_\_ BUYER/TENANT:** If a broker enters into an agreement to represent a seller/landlord or buyer/tenant as a client, the broker  
81 appoints \_\_\_\_\_ as the client's appointed agent. For the purposes of this addendum, the client  
82 shall have an agency relationship with ONLY the appointed agent, the responsible broker \_\_\_\_\_ and,  
83 if applicable, responsible broker's designated broker \_\_\_\_\_.  
84 The responsible broker may appoint other affiliated licensees during the term of the brokerage agreement should the appointed agent  
85 not be able to fulfill the terms of the brokerage agreement or as by agreement between the responsible broker and the client. An  
86 appointment of another affiliated licensee or an additional affiliated licensee does not relieve the first appointed agent of any duties  
87 owed to the client.  
88

89 **III. IF THE BROKER, ASSOCIATE LICENSEE OR APPOINTED AGENT REPRESENTS BOTH THE**  
90 **SELLER/LANDLORD AND THE BUYER/TENANT:** A real estate broker acting directly or through an associate licensee or  
91 appointed agent can legally be the agent of both the seller/landlord and the buyer/tenant in a transaction, but only with the knowledge  
92 and written consent of both parties. If a buyer/tenant represented by a broker wants to see a property of a seller/landlord being  
93 represented by the same broker, the following provisions will govern the actions of the broker.  
94

- 95 A. The broker may not knowingly say anything or do anything which might place one party at a disadvantage, disclose  
96 personal confidences of one party or the other party, or any other information a party specifically instructs the broker  
97 in writing not to disclose, unless disclosure is required by law.  
98  
99 B. The broker may not, without the prior express written consent of the owner, disclose to the buyer/tenant that the  
100 owner might accept a price less than the listing price, nor shall the broker, without the prior express written consent of  
101 the buyer/tenant, disclose to the owner that the buyer/tenant may be willing to pay a higher price, or accept terms less  
102 favorable to the buyer/tenant than those indicated in the buyer's/tenant's previous offer.  
103  
104 C. The broker may not represent the interests of either the owner or buyer/tenant to the detriment of the other party. The  
105 broker is obligated to inform each party of all facts the broker knows which would affect the party's decision to  
106 permit the broker to represent both the owner and the buyer/tenant.  
107

108 **CONSENT AGREEMENT:** If the seller/landlord elects to negotiate with a buyer/tenant that is a client of the broker, or a  
109 buyer/tenant elects to negotiate with a seller/landlord that is a client of the broker, it is understood that both parties will be required to  
110 confirm, in writing, their election to have the broker act as a consensual limited agent.  
111

112 **AGENT OBLIGATIONS:** Regardless of representation, the broker shall: Disclose all known material facts about the property  
113 which could affect the buyer's/tenant's use or enjoyment of the property, disclose information which could have a material impact on  
114 either party's ability to fulfill their obligations under the purchase/lease agreement, respond honestly and accurately to questions  
115 concerning the property, and deal honestly and fairly with all parties. The duties of the broker in a real estate transaction do not  
116 relieve an owner or buyer/tenant from the responsibility to protect their own interests. You should carefully read all documents to  
117 assure that they adequately express your understanding of the transaction. If you have questions regarding the duties and  
118 responsibilities of the broker, you should resolve those questions before proceeding further.

119 Having read and understood this information about agency, I instruct Broker as initialed below:

120 I agree to an appointed agency relationship as described in section II above. \_\_\_\_/\_\_\_\_/\_\_\_\_ Yes \_\_\_\_/\_\_\_\_/\_\_\_\_ No

121 I agree to a potential limited agency representation as described in section III above. \_\_\_\_/\_\_\_\_/\_\_\_\_ Yes \_\_\_\_/\_\_\_\_/\_\_\_\_ No

122  
123  
124  
125  
126 [ ] Buyer/Tenant [ ] Seller/Landlord (date/time) [ ] Buyer/Tenant [ ] Seller/Landlord (date/time)  
127  
128 by \_\_\_\_\_  
129 [ ] Broker (date/time) [ ] Agent (date/time)